Form PTO-1594 RECORDATION FORM COVER SHEET (Rev. 10/02) TRADEMARKS ONLY  U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office		
Tab settings	Y Y _ Y	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):  Westlake Polymers LP  Individual(s)  General Partnership  Corporation-State	2. Name and address of receiving party(ies)  Name: Bank of America, N.A.  Internal  Address:  Street Address: 55 S. Lake Avenue, Suite 900  City: Pasadena  State: CA Zip: 91101	
Other a Delaware Limited Partnership  Additional name(s) of conveying party(ies) attached? Yes No	Individual(s) citizenship	
3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Name  Other  Execution Date: 07/31/2003	General Partnership  Limited Partnership  Corporation-State  Other National Association  If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes No (Designations must be a separate document from assignment) Additional name(s) & address( es) attached?  Yes No	
4. Application number(s) or registration number(s):  A. Trademark Application No.(s)   Additional number(s) at	B. Trademark Registration No.(s) <u>1,607,903; 1,676,459;</u> <u>2,151,862; 2,151,855; 2,293,058</u> tached Yes  No	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name:_Priscilla L. Ferguson Internal Address:_Haynes and Boone, LLP	7. Total fee (37 CFR 3.41)\$_140.00  Enclosed  Authorized to be charged to deposit account	
Street Address: 901 Main Street, Suite 3100	8. Deposit account number:  08-1394	
City: Dallas State: TX Zip: 75202	THE SPACE	
DO NOT USE THIS SPACE  9. Signature.		
Priscilla L. Ferguson, Reg. No. 42,531  Name of Person Signing S	ignature 08/05/03  Ignature Date  6	

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

D-1156415

TRADEMARK REEL: 002694 FRAME: 0969

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of July 31, 2003, is made by the undersigned ("Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as Agent (herein so called) for Lenders (defined below).

## RECITALS

- A. Pursuant to that certain Credit Agreement dated as of July 31, 2003, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries (collectively, "Borrowers"), Agent, and certain lenders ("Lenders") (including all annexes, exhibits, and schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and issue Letters of Credit on behalf of Borrowers;
- B. That certain Security Agreement, dated as of the date hereof, executed by Grantor in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), is integral to the transactions contemplated by the Loan Documents, and its execution and delivery is a condition precedent to Lenders' obligations to extend credit under the Loan Documents;
- C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;
- NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:
- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in *Annex A* to the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (except for Permitted Liens) in all right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its trademarks, service marks, trade names, trade styles, trademark and service mark applications and registrations, trademark applications, trademark registrations, and related licenses to which it is a party including, without limitation, those referred to on **Schedule I** hereto;
  - (b) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

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- (c) all products and proceeds of the foregoing, including, without limitation, any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any, service mark, trade name, trade style, or (ii) injury to the goodwill associated with any of the foregoing.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is subject to the applicable provisions of *Section 25* of the Security Agreement, including, without limitation, the provisions relating to GOVERNING LAW, CHOICE OF FORUM, AND SERVICE OF PROCESS, all of which are incorporated into this Trademark Security Agreement by reference the same as if set forth in this Trademark Security Agreement verbatim.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

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Signature Page to that certain Trademark Security Agreement dated as of July 31, 2003, executed by the undersigned Grantor in favor of Bank of America, N.A., in its capacity as Agent for the benefit of Lenders.

EXECUTED to be effective as to the Closing Date.

Grantor's Address:

WESTLAKE POLYMERS LP, a Delaware limited partnership

2801 Post Oak Boulevard Houston, Texas 77056 Attention: Treasurer

Facsimile No.: 713.960.9420

Westlake Chemical Investments, Inc., its general By:

partner

By:

Vice President

## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

## Trademarks Registered by Westlake Polymers LP (formerly known as Westlake Polymers Corporation)

Mark	Serial/Reg. No.	Filing/Reg. Date
	1,607,903	7/31/1990
$\mathbf{W}$	1,676,459	2/25/1992
	2,151,862	4/21/1998
(The mark is lined for the colors dark blue and light blue with the left hand portion of the design appearing in light blue and the right hand portion of the design appearing in dark blue and the colors light blue and dark blue are features of the mark.)		
WESTLAKE	2,151,855	4/21/1998
Westlake	2,293,058	11/16/1999

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TRADEMARK REEL: 002694 FRAME: 0973

**RECORDED: 08/05/2003**